

ORIGINAL



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June 26, 2011

RECEIVED

To: Honorable Judge Dwight D. Nodes, Commission & Staff

RE: Docket No. W-03514A-07-0386 / W-03514A-08-0047

AZ CORP COMMISSION
DOCKET CONTROL

After the June 20, 2011 Procedural conference, it was ordered that everyone act in Good Faith and have a phone conference which was scheduled for June 24, 2011. Twenty (20) minutes before the conference call was to take place at 9:30 a.m. Brooke Utilities had one of their trucks come onto the Private Road of Elusive Acres and site above my home, this truck stayed there for over One (1) Hour, for what reason only Brooke Utilities would know. In the conference call staff took the position that the Boroski Agreement (the Water extension agreement that was not fulfilled by Brook Utilities back in 1989) had no bearing on this situation. When in fact it is the heart of this issue and then staff went so far as to bring up the financial side which was completely inappropriate being under the circumstances that Judge Nodes stated that staff was to have no opinion, or recommendation in this matter. However, staff said the most at this phone conference.

At approximately 2:15 p.m. on the 24th Brooke Utilities shut off the water in Elusive Acres with not so much as a knock on the doors of the customers. By 3:15 p.m. the neighbors started calling and people started arriving at their cabins for the weekend. Several neighbors came to my home in regards to having no water, one of which has an infant child, yet no outages in Geronimo Estates? Representatives of the company were running back and forth from the Elusive Acres site to the Geronimo Site at excessive speeds to the point that one neighbor had to ask them to slow down and it continued until the sheriff was called, all in good faith, after the company (Brooke Utilities) just stated on June 20th no problems with the system and no foreseeable problems in the future. I am sure there is an explanation for this.

The attorneys can litigate the fact of ownership. I am going to spend every waking moment to bring the 5th Amendment Issue to the surface which all stems from the neglect by the all the parties involved in (the agreement). So when staff states the commission only granted the system, not the land it is ok. The 5th Amendment states private property, I believe the system was the private property of Mr. Boroski. He paid to install it on his private land with the certified mailings dating back to 1989 to present, and the notarized document from the Boroski's dated June 21, 2011 (See Attached). This statement verifies that the action when these properties were for taxes, by the legal deed holder, Mr Boroski signed this property over. Therefore, he has no standing in this which has nothing to do with the 5th Amendment issue. When I swore to uphold the organic constitution of the United States, some 39 years ago, I don't recall when I was honorably discharged, anyone telling me the constitution doesn't matter anymore. In the 6 years this issue has been on the table, no one but Hatch Miller then sitting Chair stated in proceeding Docket #W-03514A-05-0729, he believed the Arizona Constitution was being threatened. No follow up on it except from me, which is disheartening to me.

Arizona Corporation Commission

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When the Company's customers are calling and coming to my house over water outages, because the company's call center is closed, I called Mr. Morten and recommended that others do so as well. With that being said when issues over water show up on my doorstep because of the company's operations which seems to be a bully tactic, damages are being inflicted by the company onto the public.

In closing I would like to quote from the National Regulatory Research Institute and I quote "The Commission has claimed to be the representative of the public interest. This role does not permit it to act as an umpire blandly calling balls and strikes for adversaries appearing before it: the right of the public must receive active and affirmative protection at the hand of the Commissions."

Is one to think that when you enter into a docket complaint or dispute that they are no longer part of the public?

Respectfully


Steve P Prahin

Boroski Developing*Mark and Judy Boroski, owner*

June 22, 2011

To whom it may concern,

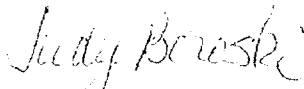
Below is a list of facts regarding land tracts and the water system contract originally between United Utilities and Boroski Developing.

1. Boroski Developing has never received, to date, any payment for cost of construction recoup or the 10-year @ 10% per meter dividend.
2. Boroski Developing was never made aware, much less asked for permission, to extend the water line over private property. Said extension dramatically over extended the designed use of Elusive Acres waster system as approved by the State Real Estate Commission and other governing agencies. First American Title had no authorization to grant easement access on the private lands relevant to trust 7559.
3. Boroski Developing released ownership of tracts A, B and C in 2009 due to a delinquent tax bill.

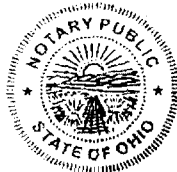
Thank you for your attention in this matter,



Mark Boroski, owner



Judy Boroski, owner



KELLEY A. RITZ
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires
March 31, 2015

